



City of Norfolk

RFP 5019-0-2016

Bicycle Sharing System – Cooperative Procurement with the City of Portsmouth

Issuing Office: Office of the Purchasing Agent

Attn: Silvester Howell, Procurement Specialist

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4585

silvester.howell@norfolk.gov

Issued: June 15, 2016

RFP OPENING DATE AND TIME: July 8, 2016

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The purpose of this cooperative procurement RFP is to enhance Norfolk's and Portsmouth's public transit systems accessibility, equity and utility. Target users include commuters, visitors/tourist, and residents of every socio-economic demographic. Local existing public transit systems including bus, light rail, Amtrak are heavily used and serve a critical function but have some inherent limitations. Bike share is intended to address some of these limitations.

Most importantly bike share will assist with solving the "first mile- last mile" access issue of traditional public transit. Bike share will make existing public transit more appealing to more citizens and visitors.

Next, citizens who have public transit as their only option will have a greater range of mobility and less inconvenience.

Finally, visitors in town for the day or longer will have on demand transportation that will give them access not only to existing public transit but also to the full range of attractions and experiences available in both Norfolk and Portsmouth.

The initial start-up of a bike share program assists with the message of being a vibrant waterfront area and our efforts and investments in such infrastructure conveys that we strive to be a bike friendly region for all levels of riders.

B. Purpose:

The Cities of Norfolk and Portsmouth, (the "Cities") are soliciting proposals from qualified contractors interested in providing services for a financially self-sustaining automated on-demand public bicycle sharing system ("Bicycle Sharing System" or "System"). The purpose of this solicitation is to select an offeror to implement, maintain, operate, and market Bicycle Sharing System within the Cities. The ideal program shall incorporate information technology to operate a fleet of shared bicycles that may be checked-out from one bike sharing station and returned to another in a network of stations.

The Cities invite all qualified Offerors to respond to this RFP by submitting a proposal consistent with the terms and conditions of this solicitation.

The RFP provides the instructions for submitting proposals, the procedures and criteria by which an Offeror may be selected. All rights and ownership of the work completed during the performance of the resulting contract shall become the sole property of the Cities without future usage restrictions of any kind.

Each city may execute an agreement with the Offeror, if the city and the Offeror choose to do so based upon this cooperative procurement RFP and the responses submitted.

C. Scope of Services:

The Cities are seeking a qualified firm (or firms) to provide a turn-key, public bicycle sharing (“bikeshare”) system to include all applicable hardware, software, and bicycles (collectively, the "System") for the Cities to achieve the goals stated in this RFP.

The goal is to provide a balanced System, with minimal bicycle redistribution needed, that will offer a viable alternative transportation option. The System shall be available for City residents, staff, visitors, and members of the community.

The envisioned first phase of the System will be installed and launched with a minimum of 150-175 bikes. The coverage area of this stand-alone first phase will be downtown Norfolk and Portsmouth, 3-mile radius. Subsequent future phases may include expansion, and if designated, extension along the 3-mile radius. As the program matures, additional expansion is envisioned into other areas within the Cities. A general description map of the initial implementation zone is included in RFP Attachment 3, Proposed Docking Station Locations.

The Cities envision a System that a.) will be owned and operated by the successful offeror, and b.) will rely on sponsorships from external organizations as a primary funding source. The System should allow bicycles to be accessed both by annual members and visitors via a one-day or longer subscription. Users should be able to register online, through smartphone applications, and/or by some type of physical user interface such as a kiosk. The System should provide a comprehensive back-end operation to allow the Cities to monitor membership, bicycle distribution, bicycle usage, along with tracking of bicycle maintenance needs.

1. System Information

Firms are encouraged to submit proposals for the System that meet the following highly preferred minimum requirements. Firms should provide a detailed description for each System requirement they are unable to meet:

a) Bicycles

- Bicycles should be durable and be able to be kept outside 365 days per year with minimal wear. Bicycles should be rust resistant.
- Bicycles should have fenders to protect users from tire spray.
- Bicycles should have a white light mounted on the front of the bike, and a red reflector mounted on the rear of the bike. A flashing red light is preferred. Lights whose energy is generated from the bike and lights that remain on during short stops are preferred.
- Bicycles should be a minimum of three gears.
- Bicycles should have reliable and intuitive braking systems.
- Bicycles should have either a bell or a horn.
- Bicycles should be tamper resistant and have puncture resistant tires.
- Bicycles should be uniform in nature. Bicycles should be marked consistently and be of the same model.
- Bicycles should be new.

- Bicycles should be one-size-fits all design with an adjustable seat. Seat post should be marked for various heights as a guide for the user. The user should not be able to remove the seat from the frame.
- Bicycles with a secondary lock to enable user to secure the bike while making stops during their reservation is required.
- Bicycle warranty is assumed to be managed under the bike share service provider and that would address any parts issues, manufacturing defects, or system concerns.
- Please detail what tracking system [i.e. global positioning system ("GPS"), radio-frequency identification ("RFID"), etc.], if any, that your firm uses to track its bicycles.
- Bicycles should have a reasonably sized basket or stowage system and possible allow for advertising space of program sponsors.

b) Docking Stations (if applicable)

- Docking station(s) should be of the smallest feasible footprint and should not be permanent in nature.
- Docking station(s) should be solar (or otherwise independently) powered.
- Docking station(s) should have a user interface that allows for reservations, payments, and membership options. The user interface should also allow users to report maintenance issues.
- Docking station(s) should be new and uniform in nature. Stations should be marked consistently and be of the uniform model.
- Docking station(s) should have wireless connectivity.
- Docking station(s) user interface should include both written and other American's with Disabilities Act ("ADA") compliant instructions.
- Please detail whether your firm's proposed System can offer customizable form of identification interface (i.e. HRT GoPass or Student ID).
- Docking stations should allow for possible sponsorship or advertising space to allow for funding of the bike share system.
- Docking stations should be available to quickly be set up in temporary locations to support special events or areas of heavy activity or usage (ex. Harborfest/Town Point Park Events).

c) Reporting Capabilities

- The firm should be able to provide detailed reports as needed by the Cities. City staff should be able to easily and quickly run reports on an ad-hoc basis.
- Report(s) showing utilization of bikes (overall usage, daily usage, usage by bike).
- Report(s) or interface showing current distribution of bikes.
- Report(s) showing total number of members with the ability to differentiate between daily/visitor users and annual users. Report(s) should be able to show growth over a set period of time defined by the Cities.

- Maintenance reporting feature.
- Financial report(s) detailing membership and usage fees.
- Real time reporting of bike availability to System users.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, should consult the City's Procurement website www.norfolk.gov/purchasing.

C. Pre-proposal Conference: *Optional*

There will be a pre-proposal conference on June 21, 2016 at 2:00pm at 232 E. Main Street Suite 250 in Norfolk VA.

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Silvester Howell at Silvester.howell@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's Procurement website www.norfolk.gov/purchasing. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking Issuing Office or the City's Procurement website www.norfolk.gov/purchasing within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00pm EST on June 27, 2016. Questions received after that time will not be considered. The answers to questions submitted will be provided in Addendum # 1 which shall be posted on July 1, 2016. Questions received after that time will not be considered. Any answers to the questions will be posted in Addendum #2 on, if necessary.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

F. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

G. Ethics in Public Contracting:

The offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled “ETHICS IN PUBLIC CONTRACTING,” including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

H. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

I. Schedule of Events:

Event	Date
RFP Issued	June 15, 2016
Pre-proposal Conference	June 21, 2016
Question Deadline	June 27, 2016
Addenda Issued	July 1, 2016
Proposals Due	July 8, 2016
Oral Presentations, if any	Week of July 18, 2016
Negotiations	Week of July 25, 2016
Intent to Award posted	August 4, 2016
Executed Contract	September 1, 2016
Contract commences	September 1, 2016

J. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Attn: Silvester A. Howell
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

K. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror’s responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror’s proposal. The City reserves the right to determine if a proposal is incomplete.

L. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

M. Exceptions to the City's Contractual Terms and Conditions

Identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

N. RFP Closing

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the offeror unopened.

O. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

P. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

Q. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a

public record after the award and subject to the Virginia Freedom of Information Act (“VFOIA”) provisions.

R. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to offeror	15
Experience Providing Similar Services	25
Approach and Capacity	20
Sponsorship Approach	20
Price	20
TOTAL	100

Pricing will be evaluated objectively. The City will compute the total of 20 points for pricing with the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X(.20) \\ &= \text{point number received for price} \end{aligned}$$

S. Presentations:

If, in the City’s opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror’s expense.

T. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated

on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

U. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of an agreement awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM AND/OR TIME OF PERFORMANCE

Will be negotiated. However, the intent is to have a one (1) year contract with the option to renew for four (4) additional which is subject to the availability of funding.

INSURANCE REQUIREMENTS

The offeror shall defend, indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Offeror will maintain during the term of the agreement insurance of the types and in the amounts described below. All insurance policies affected by the agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the offeror will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the offeror fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at offeror's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$2,000,000 each occurrence, \$4,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Offeror against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the offeror's duties and obligations under this contract, and for three years thereafter, whether such operations be by the offeror, the offeror's staff, or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

PROPERTY INSURANCE Offeror further covenants that it will maintain property insurance with replacement values limits that covers damage by fire or other perils to the Offeror's inventory, furniture, fixtures and equipment and all parts of any premises for which the Offeror is responsible as described in this Contract/Agreement.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE that shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;
- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

The minimum acceptable limits of liability to be provided by such liability Insurance are: \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Offeror will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in the agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in the agreement. In the event of cancellation of, or material change in, any of the policies, the offeror will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the offeror will furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for the agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the offeror's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The offeror will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the offeror for work performed by the sub-contractor. Each Sub-contractor will furnish to the offeror two (2) copies of the policies, or certificates of insurance, evidencing

the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Offeror. The Offeror will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

INDEMNIFICATION

The offeror shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of the agreement.

PAYMENT OF SUBCONTRACTORS

The offeror is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under the agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the City and the subcontractor, in writing, of the offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The offeror is obligated to pay interest to the subcontractor on all amounts owed by the offeror to the subcontractor that remain unpaid after seven (7) days following receipt by the offeror of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent (1%) per month.

The offeror shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The offeror's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. An amendment to the agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the offeror, and outside and beyond the scope

of the offeror's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the agreement.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the agreement.

CITY OF NORFOLK BUSINESS LICENSES

The offeror must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to the Agreement, the offeror must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION - [MAY VARY]

If the offeror fails or refuses to perform any of the terms of the agreement, including poor services, work or materials, the City may, by written notice to offeror, terminate the agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and offeror shall be liable for any damages to the City resulting from offeror's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Offeror's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY [MAY VARY]

The City, at any time, may order offeror to immediately stop work on the Agreement, and/or by thirty (30) days written notice may terminate the Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the offeror shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the offeror in performing the agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the offeror to fulfill any of its agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the offeror, the offeror shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under the agreement and City may pursue any and all such rights and remedies against offeror as it deems appropriate.

ASSIGNMENT

Offeror shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under the agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

INDEPENDENT CONTRACTOR

Offeror shall at all times act as an independent contractor in the performance of the agreement. Neither offeror nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

SEVERABILITY

If any provisions of the agreement are held to be unenforceable, the agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

The agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

The agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

ETHICS IN PUBLIC CONTRACTING

Offeror hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by offeror, pursuant to the agreement are proper and in accordance therewith.

NONDISCRIMINATION

In the performance of the agreement, offeror agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

DRUG FREE WORKPLACE

During the performance of the agreement, the offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a offeror by the City, the employees of which offeror are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Work. As a condition of continued service on the contract, any offeror personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The offeror shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Offeror hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope.

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and

Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below: Additional instructions are in Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. SPONSORSHIP APPROACH
- VI. REFERENCES
- VII. PRICING
- VIII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- IX. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

- I. RFP COVER PAGE & ATTACHMENTS A, B, C, D, E, AND F, FILLED, SIGNED or INITIALED AS NECESSARY

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

- II. INTRODUCTION OF OFFEROR

The offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to bikeshare rollout, System implementation, sponsorship opportunities and other creative approaches.

- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offeror shall provide a minimum of three (3) individual client sample projects to demonstrate experience. Sample projects shall include the following minimum details:

- a. Client Name
- b. Date of program launch.
- c. Sponsorship values.
- d. Growth since launch.

- e. For whom the work was performed, including Company Name, Contact Person and that person's email and phone number (inactive emails or phone numbers will result in a deduction of points).
- f. Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
- g. Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- h. Links to an electronic copy of the plans and any other relevant information available electronically.

IV. APPROACH AND PRODUCT

With respect the Scope of Goods and Services requested by the Cities, the Cities request that offeror provides the following additional information regarding its proposed System:

- a. Describe the scope of initial implementation including number of bicycles and recommended placement and number of stations (if applicable).
- b. Describe the proposed infrastructure and technology of the System.
- c. Provide a detailed description of the bicycles to be used, including manufacturing origin. Include information on any related hardware needed to operate and/or maintain the bicycles. Description should include information regarding the gearing, suspension, seat, branding, any onboard technology, and all other amenities (i.e. basket, bell, locks).
- d. Please detail whether your firm proposed System can offer a customizable form of identification or convenient subscription linked to other transit, university, or corporate identification interface (i.e. HRT GoPass or Student ID).
- e. Provide maintenance manual/protocol for the bicycles and any other needed infrastructure. Provide a timeline for replacement.
- f. Describe the System modularity and expansion capability for stations (if applicable), bicycles, and technology.
- g. Describe any bicycle redistribution protocols and hardware maintenance protocols.
- h. Provide a detailed description of how the System will function from a user's perspective. This should include those seeking annual membership and those only needing a short term membership.
- i. Offerors shall detail how potential riders without a credit card would access the system.
- j. Provide recommended pricing for membership levels and reservations based on the size of the system and the Cities population.
- k. Provide recommendations on what equipment and level of staffing would be required to sustain the System.
- l. Describe any safety recommendations, communication, or initiatives that would be included in this System.
- m. Describe all reporting features available to the Cities (i.e. system utilization, bike distribution, customer feedback, membership levels).
- n. Any power requirements and any proposed use of solar power.

- o. Provide documentation affirming compliance with all Payment Card Industry Data Security Standards ("PCI-DSS").
- p. Describe compliance with ADA.
- q. Describe any information (i.e. safety, way finding) to be placed on bicycle and/or at docking stations (if applicable).
- r. Describe what types of marketing assistance will be provided.
- s. Describe all mobile applications available for the system.
- t. Describe what types of websites will be provided, if any. Include what services will be provided (i.e. membership sign-ups, safety recommendations, system map, etc.).
- u. Describe what type of customer service support will be provided to the Cities.
- v. Describe the firm's approach to station permitting and installation on public right-of-way and private property (if applicable).
- w. Provide an estimated implementation timeframe from after an award would be issued.
- x. Warranty parameters of the System and/or System components.
- y. Provide target launch date.

V. SPONSORSHIP APPROACH

Offeror shall detail their approach to obtaining sponsors to fund the bikeshare program:

- a) Outreach to potential sponsors
- b) Timeframe for obtaining sponsors to fully sustain the bikeshare cost
- c) Sponsorship Term
- d) Type of sponsor
- e) Existing sponsorship packages
- f)

VI. REFERENCES

Provide names, addresses and telephone numbers of the three (3) sample project for whom your agency provided services as requested above in experience. At a minimum, offeror shall provide the following information: Name of an individual from the client that can provide information regarding the quality of services provided by your firm; contact person's email address, and phone number; and description of the services provided by your firm for the client.

VII. PRICING (Separate sealed envelope)

Essentially, the Cities have no money to dedicate on the System currently. The Cities are interested in what firms are willing to offer within this budgetary parameter. The System shall rely solely on sponsorships from outside entities.

Firms are encouraged to submit pricing that includes the following concepts:

- a. Pricing for a delivered, turn-key System to include all products and services needed for the initial phase of System implementation. Pricing should be itemized for each component of the System.

- b. Pricing (and/or a discount structure) for future potential expansion of the System; to include not only pricing for future Cities' System expansion, but also pricing that will be available for System expansion into the other nearby areas. This pricing should be made available to either City government and/or City/University identified partners willing to invest into future expansion of the System.
- c. Pricing for any other products/services needed for seamless continued operation of the System.

VIII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO
TRANSACTION BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

• **CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)
_____ certifies that it is organized or authorized to
transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the
Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise
required by law shall describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at
any time prior to contract award, the offeror learns that its certification was erroneous
when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will
not necessarily result in withholding of an award under this solicitation. However, the
certification will be considered in connection with a determination of the offeror's
responsibility. Failure of the offeror to furnish a certification or provide such additional
information as requested by the appropriate City purchasing official may render the
offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of
a system of records in order to render, in good faith, the certification required by
paragraph (a) of this provision. The knowledge and information of an offeror is not
required to exceed that which is normally possessed by a prudent person in the ordinary
course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of
fact upon which reliance was placed when making award. If it is later determined that the
offeror knowingly rendered an erroneous certification, in addition to other remedies
available to the City, the appropriate City purchasing official may terminate the contract
resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____